the bell club

issue #1

know your rights

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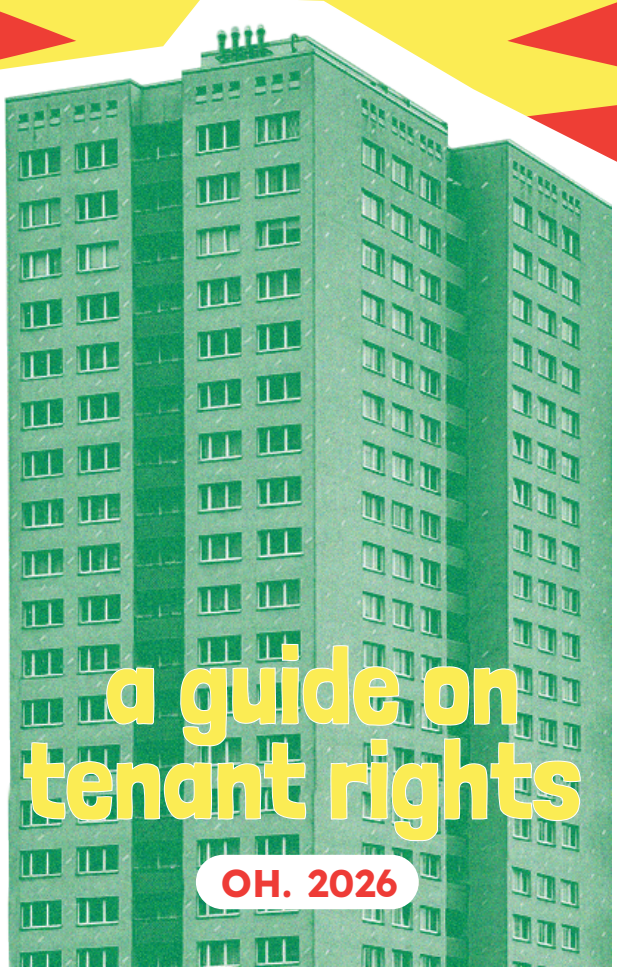


a guide on tenant rights

OH. 2026

landlord responsibilities

In Ohio, landlords legally can't rent property out unless it meets basic health and safety requirements. Here is a list of amenities and how they relate to Ohio's habitability requirements:

item list	has to provide?	has to fix/replace?
Heating/AC	Only heating	Yes
Hot Water	Yes	Yes
Kitchen Appliances	No	Depends on Lease
Garbage Containers & Removal	Only Multi-Unit Property	Only Multi-Unit Property
Smoke and Carbon Monoxide Detectors	Yes	Yes
Mold		Yes
Pest Control		Yes

If a property doesn't provide the legally required amenities for habitable housing, a tenant can usually report the landlord to government authorities for unsafe living conditions.

renter's rights for repairs

Landlords are required to make necessary repairs in a timely manner. In Ohio, repairs must be made within a "reasonable time" after getting written notice from tenants, which the law limits to an absolute maximum of 30 days.

If repairs aren't made in a timely manner, Ohio tenants can sue the landlord for repairs, cancel the rental agreement, or withhold rent by depositing it with the clerk of the court in an escrow account.

tenant responsibilities

Aside from paying rent on a timely basis, Ohio tenants must:

- Keep their premises in a “safe and sanitary” condition
- Remove trash and keep the property clean
- Keep plumbing fixtures clean
- Use any electrical and plumbing fixtures properly
- Comply with all state and local housing, safety, and health codes
- Maintain any refrigerator, washer, dryer, dishwasher, range or any additional appliance supplied by the landlord
- Perform minor maintenance
- Not destroy or damage any part of the property
- Not disturb other tenants or neighbors
- Not unreasonably withhold consent from the landlord to enter the premises to make repairs and other necessary and ordinary maintenance

evictions

Ohio law permits landlords to evict tenants for the following reasons:

- **Nonpayment of Rent:** If a tenant does not make a rental payment, landlords may issue a 3-Day Notice To Pay. If the tenant still does not pay, then the landlord can proceed with eviction

- **Violation of Lease Terms**: If a lease violation occurs, Ohio landlords can issue a 3-Day Notice To Quit. A landlord can proceed with eviction three days after giving the notice

- **No Lease/End of Lease**: If a tenant stays in the rental unit after the term has expired, the landlord may proceed with a notice to quit. The amount of time required depends on the type of tenancy

- **Material Health/Safety Violation**: Tenants who violate a building, health, safety, or housing code may be issued a 30-Day Notice To Comply by their landlord

- **Illegal Acts**: Landlords may issue a 3-Day Notice To Quit for illegal drug activity or registered sex offenders

At-will tenants are entitled to 30 days of notice before being asked to move out without cause. Landlords are also prohibited from evicting tenants for retaliatory or discriminatory reasons.

Ohio landlords cannot file a successful eviction in court without providing the tenant enough advance notice to vacate the premises, even when there is otherwise cause to evict. Properties covered by the federal CARES Act are federally entitled to a minimum 30 days of advance notice before a landlord can file eviction. This applies even after the act's other protections have expired.

landlord retaliation

It's illegal for Ohio landlords to retaliate against tenants with raised rent, reduced services, or threatened eviction. Under Ohio law, tenants are protected when they take certain actions like reporting health and safety violations, but unlike in most states, tenants also must provide specific evidence of a landlord's retaliatory motivation.

security deposits

The following laws apply to the collection and holding of security deposits:

- **Maximum**: None
- **Inventory Requirement**: Landlords are not required to document the condition of the rental unit at the start of the lease term in order to collect security deposits

the responsibility of documenting inital damage falls on the renter!

- **Interest Requirement**: If the security deposit exceeds $50 or one month's rent, landlords must provide interest after six months

returns and deductions

The following laws apply to the return of security deposits:

- **Allowable Deductions**: Unpaid rent, late fees, physical damage, costs due to a breach of the lease, and cleaning costs
- **Time Limit for Return**: 30 days
- **Max. Penalty for Late Return**: Tenants can sue for twice the amount wrongfully withheld plus attorneys' fees

lease termination

notice requirement

Ohio landlords are not entitled to a notice of termination for a lease with a fixed end date. Tenants who pay on a periodic basis must give the following amount of notice:

payment frequency	notice needed
Week-to-Week	7 days
Month-to-Month	30 days
Quarter-to-Quarter	No statute
Year-to-Year	No statute

early termination

Tenants are allowed to legally break a lease early for the following reasons:

- Early termination clause
- Uninhabitable unit
- Landlord harassment
- Active military duty

cost of breaking a lease

If an Ohio tenant breaks their lease early, they are still liable for the rent for the remaining lease period. Landlords are legally required to make a reasonable effort to re-rent the unit, and if they find a new tenant, the original tenant is then no longer liable to pay all remaining rent.

Landlords cannot keep the full security deposit because a tenant broke their lease. The landlord can make deductions for damages or unpaid rent, but the rest must be returned to the tenant.

rent increases

Ohio does not have rent control and state law prohibits cities and towns from creating their own rent control laws.

Because Ohio does not have rent control, landlords can raise the rent by any amount, as often as they choose, but they cannot increase the rent during the lease term unless the lease agreement allows for it. Additionally, landlords cannot increase the rent out of discrimination of state or federally-protected classes or in retaliation.

Ohio state law does not specify how much notice landlords must give before raising the rent. Landlords and tenants can agree on a minimum notice period for a rent increase in the lease agreement.

housing discrimination

protected groups

The Fair Housing Act prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, familial status, or disability. This law does not apply to some owner-occupied homes or homes operated by religious organizations. Ohio state law further protects tenants from being discriminated against due to their military status.

discriminatory acts and penalties

The Ohio Civil Rights Commission administers and enforces housing discrimination law. The following actions may be interpreted as discriminatory when directed at a member of a protected class:

- Refusing to rent, sell, or negotiate housing
- Offering different terms, conditions, or privileges
- Falsely claiming a unit is unavailable
- Advertising that implies a preference for one type of tenant over the other
- Refusing to make reasonable accommodations for those with disabilities
- Providing unequal access to certain lending opportunities

Victims of housing discrimination can file a report with the Ohio Civil Rights Commission on their website.

additional regulations

In addition to having laws that address general issues like repairs and security deposits, most states, including Ohio, grant rights and responsibilities about things like lock changes and a landlord's right to entry.

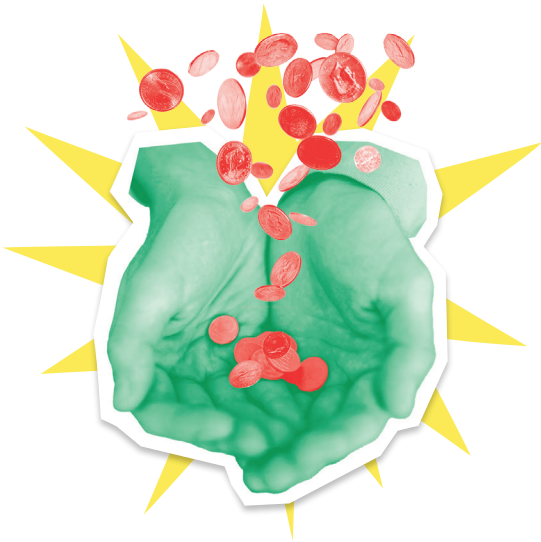
landlord right to entry

Ohio landlords have the right to enter rental property for inspections, maintenance, property showings, and certain oversize package deliveries. The law requires that landlords usually provide at least 24 hours of advance notice before any entry. Emergency situations don't require notice, and with provable reason, the landlord or tenant can require entry on more or less notice than 24 hours.

rent collection and related fees

The following laws apply to the collection of rent and related fees:

- **Grace Period**: Landlords are not required to provide a grace period for the payment of rent before charging a late fee
- **Maximum Late Fee**: No limit, except it must be reasonable
- **Rent Payment Methods**: There is no state law governing which payment methods landlords may or may not accept for the payment of rent
- **Rent Receipt**: Not required
- **Local Laws**: Cities and towns can enact their own rules. For example, there are limits on late fees in Cincinnati, Cleveland, and Dayton



small claims court

Most disputes between landlords and tenants are handled in Small Claims Court, which is an informal process designed to be quicker and simpler than higher courts. For example, disputes regarding the return of security deposits are typically handled in Small Claims Court.

Landlords and tenants can file cases in Small Claims Court to settle minor disputes without hiring an attorney if the amount claimed is less than $6,000. Ohio Small Claims Court is a division of County or Municipal Court. The process takes approximately three to six weeks.

changing the locks

Ohio's current landlord-tenant laws prohibit landlords from unilaterally changing the locks as a form of eviction. The law is otherwise silent on the topic of locks. Ohio tenants may therefore change their locks as long as the landlord still keeps a right of access and the lease doesn't prohibit such actions.

the bell club

est. 2025

A group for women and gender-diverse folks to foster community and encourage education about social and political issues. We feel there are a lack of spaces that offer these resources and solidarity for young people who want to supply ourselves with the tools to navigate today's challenges.

join our discord

“It is no accident that this homeplace, as fragile and as transitional as it may be, a makeshift shed, a small bit of earth where one rests, is always subject to violation and destruction. For when a people no longer have the space to construct homeplace, we cannot build a meaningful community of resistance.”

- bell hooks